

# Pixevely Platform Terms of Service

## 1. WHO WE ARE AND HOW TO CONTACT US

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The **pixevely** platform, available as both web and mobile apps (**Platform**), is operated by Pixevely Pty Ltd ACN 160 684 677 (**we, us** and **our**).

To contact us, please refer to the Contact Us page available at <https://pixevely.com/contact-us/>.

## 2. ACCEPTANCE OF THESE TERMS

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- 2.1 A Schedule of Definitions at the end of this document sets out the definitions for capitalised terms used within.
- 2.2 The terms and conditions set out in this document represent our contract with you. You will be required to acknowledge your understanding of, and agreement with, the Terms before accessing and using the **pixevely** Platform and Services.
- 2.3 It is a strict condition of these terms that you must also read and understand the **pixevely** [Platform Privacy Policy](#), which explains how we collect and handle personal information.
- 2.4 If you do not agree to the Terms, you must not use the **pixevely** Platform or the Services.
- 2.5 If you access the **pixevely** Platform and Services on behalf of a company or other entity (Organisation), you must be an authorised representative of the Organisation and have the authority to agree to these Terms.

## 3. Platform and Services

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- 3.1 We provide a Platform where:
  - (a) Individuals or Organisations can create accounts to become Account Holders;
  - (b) Account Holders can invite other Account Holders to become Users with access to their Gallery to collect, organise, edit, store, share, buy and sell photographic and electronic media content (**Content**) in a private and secure environment. We will only deal with your Content for this limited purpose.
- 3.2 Access and use of the **pixevely** Platform's basic functionality is free (**Starter Plan**), however, Account Holders can access additional functionality (**Subscription Services**) by purchasing a paid plan (**Plus Plan**) and then scaling that plan by purchasing add-ons. If you are an individual Account Holder, some of the Subscription add-ons may not be available to you. This is because some features are designed exclusively for Organisations (**Enterprise Plan**). Please [click here](#) to see the Subscription Plans we offer.
- 3.3 Access and use of the **pixevely** Platform may be via your web browser (<https://pixevely.com>) or the **pixevely** mobile app (downloaded to your mobile device via the App Store).
- 3.4 Access and use of the **pixevely** Platform via the **pixevely** mobile app may not offer the full functionality experience when accessing the **pixevely** Platform via the web.
- 3.5 You must read the **pixevely** Platform Privacy Policy before the **pixevely** mobile app is downloaded to your mobile device.

## 4. YOUR ACCOUNT

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- 4.1 You must create an Account using an email address and such other identification as we may reasonably request from time to time.
- 4.2 You will be required to create a user name and password to access and use the **pixevety** Platform. You are solely responsible for any use of your login and password details, and you:
  - (a) Must not disclose your password or login details to any third-party; and
  - (b) Must contact us immediately at [privacy@pixevety.com](mailto:privacy@pixevety.com) if you believe that your login details have been compromised or disclosed to a third-party.
- 4.3 The Services may include tools to help us verify your identity (**Verification Tools**). Verification Tools may include mobile phone verification technology, verification of payment information, or any other two-factor verification technology. The Verification Tools may be modified by us at any time.
- 4.4 If you are between the ages of 13 and 16, you may use the **pixevety** Platform and Services only under the supervision of a parent or legal guardian who agrees to be bound by these Terms.
- 4.5 If you are under the age of 13, please do not create your own account on the **pixevety** Platform or Services.
- 4.6 Pixevety Pty Ltd is not in the business of managing consent on behalf of Organisations – that responsibility is solely between the Organisation and its families. If an Organisation chooses to invite its members under the age of 16 to have access to the **pixevety** Platform, parental/legal guardian consent is required. The responsibility of managing and verifying that consent lies solely with the Organisation and not Pixevety.
- 4.7 If your Account is created under an Organisation's Enterprise Account, your Account may be terminated or suspended if the Organisation's Enterprise Account is terminated or suspended for any reason. You agree that we will have no liability to you for any loss or damage in such an event.

## 5. CONTENT

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- 5.1 All Content must comply with the [Content Standards Policy](#). We reserve the right to permanently remove, hide or censor Content in whole or in part if we believe in good faith that such Content is in breach of the Content Standards Policy. In such an event, we will not be liable for any loss or damage suffered by you in connection with such removal, hiding or censorship.
- 5.2 We do not claim ownership rights over any Content, and we will only deal with such Content in accordance with your specific instructions, subject to clause 5.1.
- 5.3 If we engage any subcontractor to provide some or all of the Services, we will ensure that they will deal with your Content solely in accordance with your instructions and in compliance with our obligations under Australian privacy law.
- 5.4 You acknowledge and agree that we are providing a private cloud platform service, and your use of our Service is a use by you of your Content rather than a disclosure of that Content by you to us.
- 5.5 By setting access controls within your Account, you will control who can access your Content, for what purposes and in what circumstances.
- 5.6 Depending on the access rights and restrictions you place on your Content, Content that you upload to the **pixevety** Platform may be accessed, used, downloaded, indexed, archived, linked to, purchased, printed or republished by your invited Users.
- 5.7 We provide you with the tools to control access or restrict how Content is used within the **pixevety** Platform and cannot be held responsible for the consequences of misuse of Content by a User, such as when the

Content is downloaded off, or otherwise removed from, the Platform.

- 5.8 We take reasonable steps to ensure the security of your Content, however, we cannot prevent, nor are we liable for, Users taking unauthorised screen shots of your Content or using other image capturing tools.
- 5.9 We provide the tool to manage Content, but we do not own or control any Content. Therefore, we cannot and do not warrant, verify, or guarantee the quality, accuracy, safety or integrity of any Content on the **pixevety** Platform. You must ensure that all information you provide via the **pixevety** Platform is accurate, complete, up-to-date and not misleading.

## 6. YOUR USE OF THE PLATFORM

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- 6.1 As a condition of your use of the **pixevety** Platform and Services, you agree that:
- (a) you will use the **pixevety** Platform and Services only in accordance with these terms and consistently with the features intended to be made available to your Account through the Platform;
  - (b) you will comply with all applicable laws;
  - (c) you are solely responsible for any Content that you upload to the **pixevety** Platform;
  - (d) you either own or have all necessary rights to post Content to the **pixevety** Platform; and
  - (e) any information that you provide is accurate and complete, and will not be misleading, deceptive, or likely to mislead or deceive.
- 6.2 You must not:
- (a) attempt to circumvent any restrictions imposed or intended to be imposed on your Account by the Platform;
  - (b) use the Platform with respect to a Gallery in a manner that is inconsistent with the media usage settings communicated to you through the Platform by an administrator of that Gallery, where access to that Gallery was granted to you by an administrator subject to those settings.
  - (c) frame or mirror any part of the **pixevety** Platform, or engage in any screen scraping or data acquisition or consolidation, without our prior written approval;
  - (d) except to the extent permitted by law, modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the **pixevety** Platform or cause any other person to do so; or
  - (e) use or attempt to use any engines, software, tools, or other mechanisms (including browsers, spiders, robots, avatars or intelligent agents) to navigate or search the **pixevety** Platform other than the commonly recognised search engine and agents, and other than generally available third-party web browsers.
  - (f) alter, delete or interfere with any copyright or trademark notice which appears as part of the Subscription Service;
- 6.3 Excess use occurs where you and/or any other person accessing your Content on the **pixevety** Platform either view or download a volume of Content that is more than 3 times the level of storage included in your Subscription Plan in any one month (**Excess Use**).
- 6.4 Unreasonable use occurs where your access to the **pixevety** Platform, or any other person's access to your Content, adversely affects the **pixevety** Platform, our network, or the ability of others to use the **pixevety** Platform or our network, as determined by us (**Unreasonable Use**).

- 6.5 If we form the view that you, or a person who accesses your Content, have engaged in any Excess Use or Unreasonable Use, we may:
- (a) contact you to discuss the Excess Use or Unreasonable Use;
  - (b) without notice to you, suspend your access to the Platform; and/or
  - (c) without notice to you, terminate your Account.

## **7. SUBSCRIPTION PLANS**

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- 7.1 We offer a variety of Subscription Plans, Enterprise Proposals or Enterprise Agreements. A description of each Subscription Plan and associated Subscription Fees is available here. When purchasing a Subscription Plan you must:
- (a) pay all associated Subscription Fees and other charges (if any, including any additional fees for Subscription Services); and,
  - (b) not transfer or assign your Subscription Plan to anyone else.
- 7.2 The features on the Platform that are available or restricted to you will depend on the Subscription Plan that you select. These features or restrictions are published on our website. By choosing a Subscription Plan and registering an Account accordingly, you agree to the features and restrictions specific to that Subscription Plan. If you are registering for an Account and accessing the Platform as an authorised user of an Organisation that has an Enterprise Agreement with us, the features available or restrictions imposed on your Account may differ to the Subscription Plans available on our website and may be subject to the terms of that Enterprise Agreement.
- 7.3 Unless otherwise specified, all Subscription Plans are annual plans (12 months) that provide you access to the Platform for the term of your Plan. Subscription Fees are payable in advance and will renew automatically on the anniversary of your subscription unless the Subscription or Enterprise Agreement is cancelled before then.
- 7.4 You agree that the credit card or other designated payment method you provide to us will be billed with the applicable Subscription Fee on a billing date as designated by us and communicated to you at the time you purchase a Subscription Plan. You may cancel your Subscription Plan at any time by sending an email to us providing clear written notice of such a request or by cancelling your Account in your Account settings. However, if you cancel your Subscription Plan after the next commencement of your annual subscription, you will still be charged the full Subscription Fees for that subscription period. Unless otherwise required by law, no pro-rata refunds will apply for any unused portion of a Subscription Plan.
- 7.5 You may choose to add additional functionality to your Subscription Plan at any time. If you do this, you will be billed the difference in price, pro-rated for the remainder of your Subscription Plan. There are some limitations to the add-on functionalities you can seek, depending on the type of your Account and your chosen Subscription Plan.
- 7.6 You may change your payment information in your Account settings. It is solely your responsibility to keep your payment information up to date. If your payment information cannot be billed on the due date for payment, then we may freeze or terminate your Subscription Plan or Account for non-payment. We will provide reasonable notice to you via the email address associated with your Account prior to freezing or terminating your Subscription Plan or Account for non-payment. We cannot guarantee that you will receive notice of the termination of your Account if the email you have provided us with is not active. If your Subscription Plan or Account is terminated, your access to the **pixevety** Platform and Services, and any of your Content on the **pixevety** Platform will be blocked for non-payment and we will permanently delete your Account and all Content 30 days after the immediately following anniversary of your subscription to your Subscription Plan, after which it cannot be re-activated.

- 7.7 We may, not more than once annually, vary the Subscription Fees, which will apply as and from the immediately following anniversary of your Subscription. Your sole remedy if you disagree with such changes is to cancel your Subscription Services.
- 7.8 At any time, we may update, vary, modify, or cancel the Subscription Services upon providing reasonable notice to you. If we cancel the Subscription Services in circumstances where you have not breached these terms, your Subscription Plan will terminate, and we will have no further liability to you other than a pro-rata refund of your Subscription Plan in respect of any paid-for unused period.

## **8. PURCHASING CONTENT**

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- 8.1 As an Account Holder, you may specify whether or not Users can purchase Content in your Galleries, in which case additional terms and conditions will apply.
- 8.2 As a User, where permitted by the Account Holder, you may:
- (a) purchase digital Content from us that has been licensed to us by an Account Holder, which digital Content may be subject to such licences and restrictions as nominated by the owner of that Content; and
  - (b) request to create Products in relation to that purchased digital Content either from us or through Merchants.
- 8.3 You acknowledge and agree that the colour, depth and clarity and look of the image you see on the pixevety Platform will not necessarily be the same when reproduced on your device or in tangible form due to a number of different factors, including image resolution, printing process, ink quality, colour palette, colour conversion process, and surface of the tangible item on which the digital image is reproduced. You take all risk in relation to application of the digital image to a tangible product, and we are not responsible to you or any third party for any change in the appearance of the digital image once it has been applied to a tangible object.
- 8.4 Where you purchase Products from Merchants, you create a separate legally binding contract with that Merchant, subject to that Merchant's terms and conditions. We are not responsible for enforcing or resolving any disputes relating to, the terms of your agreement with that Merchant.
- 8.5 Where you purchase Products through us, additional terms and conditions will apply.

## **9. INTELLECTUAL PROPERTY**

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- 9.1 You own (or are the permitted licensee of) any Content that you submit to the [pixevety](#) Platform, but give:
- (a) Users such rights in accordance with any preferences that you have accepted or otherwise requested, including through media usage settings or a consent management module; and,
  - (b) Us a worldwide, non-exclusive, royalty-free sub-license and transferable licence to host such Content and to use such Content as is reasonably necessary in order to enable Pixevety Pty Ltd to provide the Services, including to display the Content on the Platform.
- 9.2 If you have access to the Gallery Administration Module, you may designate other Users as members of your Gallery and allocate those Users roles which provide access and various rights to your Content by using the Gallery Management Tools and the Security Management Tools. You can view the types of access rights you can grant in the Gallery Administration Module.
- 9.3 You must not copy, modify, distribute, prepare derivative works of, display, publish, or adapt any Content on the [pixevety](#) Platform without obtaining the prior written consent of the owner of that Content.
- 9.4 You acknowledge that Pixevety Pty Ltd is the exclusive owner or licensee of, and retains all rights, title and

interest to all intellectual property rights (whether registered or not), in the **pixevety** Platform.

## **10. MERCHANT SERVICES**

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- 10.1 We may make Merchant content and services available on or through the **pixevety** Platform or Services (e.g. secure printing). If you choose to engage with any Merchant, we are not a party to the agreement and the agreement will be directly between you and that Merchant.
- 10.2 We make no representation or warranty in relation to any Merchant.
- 10.3 Some areas of the **pixevety** Platform, and some types of Services, may have additional terms and conditions. Where additional terms apply, we will make them available for you to read. By using those areas of the **pixevety** Platform or those Services, you agree to the additional terms.
- 10.4 The Platform may contain links to websites not owned or operated by us. These are not referrals, sponsorships, or endorsements of the linked sites by us. We are not responsible for the contents of any linked websites. You should familiarise yourself with the terms and conditions and privacy policy of any website to which you link.

## **11. SUPPORT SERVICES AND BACKUP**

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- 11.1 The level of technical support we provide depends on your Subscription Plan. We provide live on-line chat support as part of a Subscription Plan. Only Organisations (and not individuals) may purchase phone support. All Users have access to the online help desk centre and FAQs.
- 11.2 While we have implemented commercially reasonable technical and organisational measures designed to secure the Content from misuse, interference, loss and unauthorised access, modification or disclosure, you are solely responsible for creating and maintaining backup copies of your Content.

## **12. PRIVACY**

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- 12.1 You must read and understand the **pixevety** Platform Privacy Policy before accessing or using the **pixevety** Platform or Services.
- 12.2 Where you choose to enable the facial recognition functionality, we will collect, use and store your biometric information to identify you where you have been captured in images. You must not use the facial recognition functionality to identify another person unless you have first received their consent to do so. You can find out more about our collection, use and storage of biometric information in our [Biometric Information Privacy Policy](#).
- 12.3 We may update or change the **pixevety** Platform Privacy Policy and/or Biometric Information Privacy Policy from time to time. Notification of such changes will be made in accordance with the relevant Policy.
- 12.4 Where an Organisation uses the **pixevety** Platform and Services to manage the personal information of individuals (e.g., a school using the **pixevety** Platform to manage images of students), you acknowledge that:
  - (a) The responsibility for ensuring compliance with the privacy law that applies to them lies with the Organisation, specifically:
    - (i) The Organisation must have issued an appropriate 'collection statement' (also called a 'privacy notice') in accordance with the privacy law that applies to them, and
    - (ii) Having regard to its 'collection statement', the Organisation must not use or disclose personal information in any other manner without the express consent of the individual concerned;

- (b) Where the Organisation uses the facial recognition functionality in the **pixevety** Platform, the responsibility for ensuring compliance with any law that applies to the Organisation (including any biometric law), lies with the Organisation, specifically:
  - (i) The Organisation must inform persons of the collection, storage, and use of biometric information in accordance with the law that applies; and
  - (ii) Where the biometric law requires it, the Organisation must not collect, use or store biometric information unless the person has consented (including through the use of the facial recognition functionality available on the **pixevety** Platform);
- (c) We are not liable for unauthorised access use, disclosure or loss of personal information made in error by the Organisation or resulting from the Organisation's access and use of the **pixevety** Platform and Services generally; and
- (d) Failure to use, or a decision to disable, privacy enhancing features of the **pixevety** Platform (e.g., a consent management module) is at the Organisation's own risk and liability.

12.5 Where an Organisation asks us to interrogate or audit the **pixevety** Platform in order to fulfil an obligation set out in the privacy law that applies to them (e.g., where the Organisation is investigating a data breach event), we will assist in a manner consistent with the Terms and our obligations under Australian privacy law.

### **13. DISPUTE RESOLUTION**

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- 13.1 If you have a complaint about the **pixevety** Platform or the Services please contact us at [privacy@pixevety.com](mailto:privacy@pixevety.com). You must attempt to resolve any dispute with us in good faith prior to commencing any form of litigation or legal proceedings.
- 13.2 If your complaint relates to privacy and the protection of personal information, please follow the advice about making a complaint set out in the **pixevety** Platform Privacy Policy.

### **14. SUSPENSION, RESTRICTION AND TERMINATION**

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- 14.1 Where required for system maintenance or security purposes, or where we reasonably suspect that you may have breached any of the Terms, or where required by law, we may impose limits on, or suspend or restrict your access to, certain features or parts of the **pixevety** Platform and Services without notice or liability.
- 14.2 We may terminate or suspend your use of the **pixevety** Platform and/or your Account where you have (or we reasonably suspect that you may have) breached any of the Terms, or where required by law.
- 14.3 You may choose to cancel your Account at any time as set out under clause 7. Cancelling your Account does not automatically remove your obligation to comply with all the Terms.
- 14.4 If your account is terminated, we will permanently delete your Account and all Content on the day your Subscription Plan was due to renew, or as requested in writing by you. If you do not have a Subscription Plan at the time your Account is terminated, we will delete Account and all Content 30 days from the date of termination. Upon request from you at the time of termination, we will download your Content in a format agreed by you and **pixevety** during this 30-day period following termination. If a fee applies, you will be notified of this upon making your enquiry.
- 14.5 Any licence to Content that you have granted to us under these Terms will terminate 30 days after the immediately following anniversary of your subscription to your Subscription Plan, Enterprise Proposal or Enterprise Agreement, or if you do not have a Subscription Plan, 30 days after termination of your Account.
- 14.6 We will notify you in writing if we suffer an insolvency event and will use our reasonable commercial endeavours to ensure that the Platform remains available for 2 consecutive months after the insolvency event.

It is your responsibility to copy or remove your Content from the Platform during this period although upon written request from you **pixevety** may at its sole discretion download your Content in an agreed format during this period for a fee notified to you upon enquiry. We do not make any warranty or representation that your Content will be available to you after this period.

- 14.7 Unless otherwise agreed with us or stated in these Terms, we are not liable to you or any third-party for any damages, liabilities, or losses that an Account Holder or User or any other third party may incur, as a result of any termination or suspension of your access to the **pixevety** Platform, use of the Services or your Account under these Terms.
- 14.8 Any terms which by their nature should continue to apply will survive any termination or expiration of these Terms.

## 15. INDEMNITY

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- 15.1 You indemnify and will keep Pixevety Pty Ltd indemnified against all claims, actions, suits, demands, damages, liabilities, costs, or expenses (including legal costs and expenses on a full indemnity basis), including in tort, contract or negligence, arising out of or connected to:
- (a) your use of or access to the **pixevety** Platform or the Services;
  - (b) any failure by you to comply with a warranty you have given;
  - (c) any failure by you to comply with these Terms; or
  - (d) any wilful, unlawful, or negligent act or omission by you or any third-party who obtained access to the **pixevety** Platform or Services through you.
- 15.2 A mutual indemnification clause may be made available to Organisations (under an Enterprise Agreement) upon request.

## 16. LIMITATION OF LIABILITY

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- 16.1 To the extent permitted by law:
- (a) The **pixevety** Platform is provided “as is”;
  - (b) We do not guarantee, warrant or represent that the **pixevety** Platform or the Services will meet your requirements, be fit for purpose, or be free from, without limitation, interruption, loss, corruption, technologically harmful material, errors, or omissions; and
  - (c) Pixevety Pty Ltd excludes all implied representations, warranties, terms and conditions of any kind whatsoever (whether implied by common law, statute or otherwise) and the application or availability of any statutory rights.
- 16.2 You acknowledge and agree that:
- (a) While **pixevety** makes reasonable effort to ensure availability of its Subscription Services, **pixevety** makes no representations, warranties or guarantees in relation to its Subscription Services (or services provided by third parties) being unavailable for any reason;
  - (b) **pixevety** does not guarantee that the **pixevety** Platform or its third-party service provider technology is free from errors or corruption (including corruption of the Content);
  - (c) the performance of the **pixevety** Platform may deteriorate from time to time if use of a Gallery exceeds the data limitations of the Subscription Plan;



- 16.3 Nothing in these Terms is intended to exclude, restrict or modify any rights that you may have under the *Competition and Consumer Act 2010* (Cth) (CCA) including without limitation the Australian Consumer Law. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. What constitutes a 'consumer', 'major failure' and 'acceptable quality' is set out in the Australian Consumer Law.
- 16.4 To the extent permitted by applicable law, we will have no liability to you for any interruption, suspension, discontinuance or unavailability of the Services for any reason, or for any loss or inability to access any media or materials on the Services.
- 16.5 To the extent permitted by applicable law, we will not be liable to you or any third party for any direct, indirect, incidental, punitive, special or consequential loss, damage or claim including loss of profits or data; loss of goodwill; damage to reputation; loss of revenue, contract, business or anticipated savings.
- 16.6 If we are not able to exclude liability, to the extent permitted by law our aggregate liability for all claims relating to the **pixevety** Platform and the Services will not exceed the amount paid by you to Pixevety Pty Ltd for the Services the subject of the claim.

## 17. DATA BREACH

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- 17.1 If we, an Organisation or another party become aware of, or reasonably suspect, that personal information has been subject to unauthorised access or disclosure (Data Breach), the appropriate action required under Australian privacy law must be taken.
- 17.2 Appropriate action includes, but is not limited to:
- (a) Each party, at its cost, immediately investigating the nature and extent of the Data Breach;
  - (b) Each party providing all reasonable assistance to the other parties in relation to the investigation being undertaken; and
  - (c) Upon determining that a Data Breach is an "eligible data breach" within the meaning of Australian privacy law,
    - (i) The Organisation making notifications of the Data Breach in the manner prescribed in Australian privacy law (if the Organisation is using the **pixevety** Platform and services to manage the personal information of individuals); OR
    - (ii) Pixevety Pty Ltd making notifications of the Data Breach in the manner prescribed in Australian privacy law (if we are providing access to the **pixevety** Platform and Services directly – e.g., to an individual account holder, as opposed to via an Organisation).

## 18. PIXEVETY PLEDGE

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- 18.1 When accessing and using the **pixevety** Platform and Services, including your access to any Content, you are agreeing to abide by the standard of polite conduct set out in the **pixevety** Pledge on our website, [here](#).

## 19. GENERAL

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- 19.1 If any part of the Terms is unenforceable the enforceability of any other part of the Terms will not be affected. All other terms will remain in full force and effect.
- 19.2 No agency, partnership, joint venture, employee-employer, or other similar relationship is created under these

Terms. In particular, you have no authority to bind Pixevety Pty Ltd, its related entities or affiliates in any way whatsoever.

- 19.3 No waiver of any term of this Terms will be deemed a further or continuing waiver of that term or any other term, and our failure to assert any right or provision under these Terms will not constitute a waiver of that right or provision unless otherwise specified in an Enterprise Agreement.
- 19.4 These Terms may be assigned or novated by us to a third party without your consent. In the event of an assignment or novation, you will remain bound by these Terms.
- 19.5 The use of “including”, “such as”, “for example” and similar words, abbreviations (of the words, like: incl., i.e., and e.g.) or phrases are not words, abbreviations or phrases of limitation.
- 19.6 These Terms are to be construed in accordance with the laws of New South Wales, Australia, and in the event of any dispute or claim associated with these terms and conditions, that dispute or claim shall be subject to the exclusive jurisdiction of the courts of New South Wales, Australia, unless otherwise specified in an Enterprise Agreement.
- 19.7 We may change or update the Terms from time to time at our sole discretion subject to the following:
- (a) where the amendments to the Terms do not materially affect your access to the **pixevety** Platform or use of the Services, such modifications will be effective and incorporated into these Terms immediately upon us providing you with written notice of the change or update;
  - (b) where the amendments to the Terms are likely to materially affect your access to the **pixevety** Platform or use of the Services, such modifications will be effective and incorporated into these Terms 30 days after we provide you with written notice of the change or update.
- 19.8 Your continued use of the **pixevety** Platform is subject to your acceptance of any modified Terms. If you do not wish to accept any modified Terms, you may elect to terminate your Subscription Plan within 30 days of receiving written notice of the modified Terms.

## SCHEDULE OF DEFINITIONS

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**Account** means an account that allows access to the Platform.

**Account Holders** means individuals or Organisations with an Account.

**Content** means any photographic or electronic media content submitted or otherwise uploaded to the **pixevety** Platform.

**Enterprise Agreement** means a written agreement between **pixevety** and an Organisation in relation to the Organisation’s subscription to a customised enterprise Subscription Plan.

**Gallery** means the gallery module on the Platform that allows users to upload and organise Content into galleries, folders and albums, and allows users with administration access to use the associated gallery management tools.

**Merchants** means third party vendors and retailers.

**Organisation** means an Account Holder that is not an individual.

**Platform** means the web and mobile apps associated with **pixevety**.

**Products** means tangible products available to be created from digital Content as permitted by the owner of the Content.

**Security Management Tools** means the security and privacy settings in the Platform for the display, access and management of Content.

**Services** means services provided by us through the [pixevety](#) Platform.

**Subscription Fee** means the fee payable in relation to the relevant Subscription Plan.

**Subscription Plan** means a paid plan made available by us on a subscription basis through which an individual or Organisation can access and use the [pixevety](#) Platform.

**Subscription Services** means services and functionality available for Subscription Plans, including optional addons.

**User** means an Account Holder that is invited to the Platform by another Account Holder.